

## **EXHIBIT 1**

withdrawal. This conflict includes any potentially adverse positions in the Litigation, which are unknown and unforeseen at the present time.

#### **E. Authorization and Decision-Making**

If one or more Firms decide to pursue Litigation on YOUR behalf, YOU and the Firms recognize the difficulties in having all of YOU participate in the decision-making process about how the Litigation will be conducted and, potentially, resolved. To facilitate that decision-making process, YOU agree to participate in the Firms' appointment of a Litigation Committee comprised of five class representatives. Once the Litigation Committee is selected, YOU agree to authorize that Committee to make decisions about the conduct of the Litigation, including, if appropriate, entering into settlement negotiations and reaching, if possible, a settlement agreement.

## **II. GENERAL MATTERS**

#### **A. Fees, Costs, and Expenses**

YOU will not be personally responsible for any time or expenses incurred by us in connection with pursuing this Litigation. If the Court certifies this matter as a "collective action," and the Firms are successful in securing a recovery on YOUR behalf, the Firms will apply to the Court for an award of attorneys' fees, costs, and expenses of litigation based upon, among other things, the recovery of the Class, the time expended, the complexity of the Litigation, the experience, reputations, and abilities of the lawyers involved, the contingent nature of the fee agreement between YOU and the Firms, and the difficulty of the Litigation. The amount actually awarded will be within the discretion of the Court. If this matter is settled and an award of attorneys' fees costs, and expenses of litigation is not provided or awarded, the Firms' compensation for providing the legal services will consist of reimbursement of their advance costs and expenses of litigation and 33.3% (1/3) of the gross settlement or judgment ("Contingent Fee"). In the event of an appeal, we would be entitled to 40% of the gross judgment together with reimbursement of our advanced costs and expenses. YOU agree that this represents a fair and reasonable award of attorneys' fees for the time and effort to take on this challenging matter. To the extent this contingent amount is determined to be excessive, YOU agree to reduce that amount to the maximum enforceable level. The Firms will maintain records of time spent and costs and expenses of litigation incurred that may be submitted to the Court in support of each Firm's application for attorneys' fees and reimbursement of costs and expenses. The Parties agree that the work undertaken by the Firms represents sufficient consideration for such modification. YOU will not be personally responsible for any time or expenses incurred by us in connection therewith.

Costs and expenses of litigation refers to any taxable costs that a court may award to a prevailing party as well as any additional expenses of litigation. Such costs and expenses may include, but are not limited to, costs of maintaining the legal action (filing fees, deposition transcripts, witness fees, jury expenses, etc.), expert witness fees, investigator fees, travel costs (with the exception of travel costs that YOU may incur), messenger and other delivery fees, and reproduction expenses.

In the event class certification is denied or the class is de-certified or this matter is compelled to arbitration, one or more Firms may no longer be able to pursue YOUR claims on an individual basis for factual, legal, evidentiary, or other reasons. If it is feasible for one or more Firms to continue representation of YOUR individual case, and a successful recovery is made, the Firms' compensation for providing the legal services will consist of reimbursement of

their advance costs and expenses of litigation and the Contingent Fee. YOU agree that this represents a fair and reasonable award of attorneys' fees for the time and effort to take on this challenging matter. To the extent this contingent amount is determined to be excessive, YOU agree to reduce that amount to the maximum enforceable level. The Firms will maintain records of time spent and costs and expenses of litigation incurred that may be submitted to the Court in support of each Firm's application for attorneys' fees and reimbursement of costs and expenses. The Parties agree that the work undertaken by the Firms represents sufficient consideration for such modification. YOU will not be personally responsible for any time or expenses incurred by us in connection therewith.

YOU understand that, although YOU will owe no money to any of the above-named Firms in the event that one or more Firms are successful in pursuing the Litigation on YOUR behalf, that YOU could be liable to Harrah for their defense fees or costs in the event that Harrah prevails and is successful in asking the Court to award them their costs of defense, including attorneys' fees, court costs, and expenses of litigation.

#### **B. Information to be Made Available to the Client**

The Firms agree to assert a diligent effort to assure that YOU are informed at all times as to the status of the Litigation and as to the courses of action that are being followed, or are being recommended, by us. The Firms agree to make reasonably available to YOU for reading in their offices all written materials sent or received by us pertaining to the Litigation. Copies of such materials will be provided at YOUR request.

#### **C. Communications**

The Firms have assumed in accepting this engagement that we are permitted to communicate with YOU in person, by telephone, first-class mail, text, fax, or e-mail individually or as a group. The Firms will use their best efforts to ensure that all such communications are properly addressed and that confidential information is treated as such, but will not employ encryption or other special security devices to protect confidential communications. If YOU require special exceptions to our general communications policy, now or in the future, please notify us promptly.

#### **D. Conflicting Engagement**

The Firms agree not to accept, without prior approval from YOU, any engagement known by us to be in direct conflict with YOUR interests in this Litigation. If, in the course of representing multiple clients, one or more Firms determines in its sole discretion that a conflict of interest exists, that Firm will notify all affected clients of such conflict and may withdraw from representing any one or more of YOU to the extent such a withdrawal would be permitted or required by applicable provisions of Professional Responsibility Rules.

#### **E. Effort and Outcome**

The Firms agree to use best efforts in representing YOU in this Litigation; however, YOU acknowledge that the Firms have given no assurances regarding the outcome of this Litigation.

#### **F. Commencement of Representation**

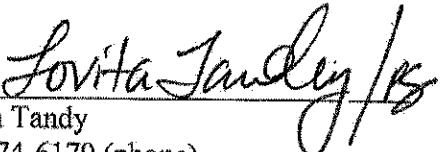
YOUR representation by us in this Litigation will not commence until one of the Firms receives a signed copy of the Agreement signed by YOU.

Thank you and please do not hesitate to contact us should you have any questions.



By: \_\_\_\_\_  
Thomas Bundy  
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Date: August 23, 2017  
For Lawrence & Bundy, LLC

  
By: Lovita Tandy /s  
Lovita Tandy  
770-274-6179 (phone)  
[Llovita@tandylegal.com](mailto:Llovita@tandylegal.com)

Date: August 23, 2017  
Tandy Legal, LLC

**AGREED and ACCEPTED:**

Charlotte Humble

By: charlotte Humble

Date: 8/24/2017

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